

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM421321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innvictis Crop Care, LLC		03/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 85			
Property Type	Number	Word Mark	
Registration Number:	5082739	ALTITUDE CROP INNOVATIONS	
Registration Number:	5133869	ARRIVE	
Registration Number:	5133870	CREVACE	
Registration Number:	4988749	CROSSOVER	
Registration Number:	5133687	CUT THROAT	
Registration Number:	5090552	DEVOUR	
Registration Number:	5086809	ELIMINATE	
Registration Number:	5133688	GOLD RUSH	
Registration Number:	5133689	GRAVITAS	
Registration Number:	5133871	LIVID	
Registration Number:	5091270	MOUNTAINEER	
Registration Number:	4834576	NIRVANA	
Registration Number:	4988751	OVERRULE	
Registration Number:	5137326	PECOS	
Registration Number:	5133872	PETRA	
Registration Number:	5133690	PROMINENCE	
Registration Number:	5133902	QUIVER	
Registration Number:	4988750	RAVAGE	
Registration Number:	5091271	SIMANTA	
TRADEMARK			

OP \$2140.00 5082739

Property Type	Number	Word Mark
Registration Number:	5091273	TREVO
Registration Number:	5133901	TRIVANT
Registration Number:	5133900	VACATE
Registration Number:	5091272	VAMOS
Registration Number:	5086802	VANDAL
Registration Number:	5086803	VELOMAX
Registration Number:	5086804	VERIFACT
Registration Number:	5119478	VISOR
Registration Number:	4988748	VOLTAGE ENDURX
Serial Number:	87168956	ALLEVIA
Serial Number:	87168749	ANOVA
Serial Number:	87243905	ARTEMIS
Serial Number:	87333808	AVOW
Serial Number:	87168953	BINDER
Serial Number:	87168753	BLANCO
Serial Number:	87168756	BRIDGER
Serial Number:	87168760	CALDERA
Serial Number:	87168762	CIVIC
Serial Number:	87168959	CIVILITY
Serial Number:	87250348	CLEARVIEW
Serial Number:	87229585	CRATER
Serial Number:	87168960	DERIVE
Serial Number:	87168768	DIVERSE K
Serial Number:	87170136	DIVULGE
Serial Number:	87260645	ENDURX
Serial Number:	87168975	ENVELOP
Serial Number:	87168981	GALVAN
Serial Number:	87218997	GROW TO YIELD
Serial Number:	87168773	IMMERSE
Serial Number:	87169111	INNICTIS CROP CARE, LLC
Serial Number:	87243694	INTRUSION
Serial Number:	87168775	IVC 5150
Serial Number:	87168978	MULTITUDE
Serial Number:	87128110	NOVUS
Serial Number:	87168727	N-VEIL
Serial Number:	87142566	PITON
Serial Number:	87168963	QUARRY
Serial Number:	87142554	RAPPEL

Property Type	Number	Word Mark
Serial Number:	87142553	RENDEZVOUS
Serial Number:	87168979	REVAMP
Serial Number:	86837145	REVEAL
Serial Number:	86837139	REVEAL ENDURX
Serial Number:	87087948	REVIZE
Serial Number:	87142564	SPIRE
Serial Number:	87333791	STAVE
Serial Number:	87142550	TENSION
Serial Number:	87142549	TRAIL HEAD
Serial Number:	87333797	UNDERCOVER
Serial Number:	87168954	V-AGRI
Serial Number:	87168732	VAIL
Serial Number:	86814751	VARSITY
Serial Number:	87169315	V-DRIFT
Serial Number:	87168966	VELOUR
Serial Number:	87168967	VENTURI
Serial Number:	87170872	VERIFY
Serial Number:	87168971	VERIMAX
Serial Number:	87168973	VERITAS
Serial Number:	87168974	VESPER
Serial Number:	87142544	VIBE
Serial Number:	87142543	VIGIL
Serial Number:	87333802	VILLAIN
Serial Number:	87168951	VIRIDIS
Serial Number:	87128111	VIRTUE
Serial Number:	87172360	VIXEN
Serial Number:	87251288	VODA
Serial Number:	87168776	VOYAGER

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F169218
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	03/28/2017
Total Attachments: 6 source=#89503072v1 - (IPSA 1L - Innvictis Crop Care LLC For Filing)#page2.tif source=#89503072v1 - (IPSA 1L - Innvictis Crop Care LLC For Filing)#page3.tif source=#89503072v1 - (IPSA 1L - Innvictis Crop Care LLC For Filing)#page4.tif source=#89503072v1 - (IPSA 1L - Innvictis Crop Care LLC For Filing)#page5.tif source=#89503072v1 - (IPSA 1L - Innvictis Crop Care LLC For Filing)#page6.tif source=#89503072v1 - (IPSA 1L - Innvictis Crop Care LLC For Filing)#page7.tif	

Intellectual Property Security Agreement (First Lien)

TRADEMARK SECURITY AGREEMENT dated as of March 9, 2017 (this "Agreement"), made by Innvictis Crop Care, LLC, a Delaware Limited Liability Company (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

Reference is made to the Collateral Agreement (First Lien) dated as of November 15, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Pinnacle Operating Corporation (the "Borrower"), each subsidiary of the Borrower identified therein and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in, which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Termination.*** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INNVICTIS CROP CARE, LLC,
as Pledgor

By: 

Name: David W. Bullock

Title: Executive Vice President
Chief Financial Officer
and Assistant Treasurer

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: Megan Kane
Title: Megan Kane
Name: Authorized Signatory

By: Julia Bykhovskaia
Title: Julia Bykhovskaia
Name: Authorized Signatory

Schedule I
to Intellectual Property Security Agreement (First Lien)

Trademarks Owned by Innvictis Crop Care, LLC

Trademark	Application #	File Date	Registration Date	Registration #
Allevia	87/168,956	9/13/2016		
Altitude Crop Innovations	86/452,546	11/12/2014	11/15/2016	5,082,739
Anova	87/168,749	9/12/2016		
Arrive	87/128,100	8/4/2016	1/31/2017	5,133,869
Artemis	87/243,905	11/21/2016		
Avow	87/333,808	2/13/2017		
Binder	87/168,953	9/13/2016		
Blanco	87/168,753	9/12/2016		
Bridger	87/168,756	9/12/2016		
Caldera	87/168,760	9/12/2016		
Civic	87/168,762	9/12/2016		
Civility	87/168,959	9/13/2016		
Clearview	87/250,348	11/29/2016		
Crater	87/229,585	11/8/2016		
Crevace	87/128,103	8/4/2016	1/31/2017	5,133,870
Crossover	86/837,136	12/2/2015	6/28/2016	4,988,749
Cut Throat	87/087,934	6/29/2016	1/31/2017	5,133,687
Derive	87/168,960	9/13/2016		
Devour	87/005,075	4/18/2016	11/29/2016	5,090,552
Diverse K	87/168,768	9/12/2016		
Divulge	87/170,136	9/13/2016		
Eliminate	87/087,932	6/29/2016	11/22/2016	5,086,809
Endurx	87/260,645	12/7/2016		
Envelop	87/168,975	9/13/2016		
Galvan	87/168,981	9/13/2016		
Gold Rush	87/087,939	6/29/2016	1/31/2017	5,133,688
Gravitas	87/087,942	6/29/2016	1/31/2017	5,133,689
Grow to Yield	87/218,997	10/28/2016		
Immerse	87/168,773	9/12/2016		
Innvictis Crop Care, LLC	87/169,111	9/13/2016		
Intrusion	87/243,694	11/21/2016		
IVC 5150	87/168,775	9/12/2016		
Livid	87/128,107	8/4/2016	1/31/2017	5,133,871
Mountaineer	87/081,272	6/23/2016	11/29/2016	5,091,270
Multitude	87/168,978	9/13/2016		
Nirvana	86/323,859	6/30/2014	10/20/2015	4,834,576
Novus	87/128,110	8/4/2016		
N-Veil	87/168,727	9/12/2016		
Overrule	86/837,148	12/2/2015	6/28/2016	4,988,751
Pecos	87/087,943	6/29/2016	2/7/2017	5,137,326
Petra	87/128,109	8/4/2016	1/31/2017	5,133,872
Piton	87/142,566	8/18/2016		
Prominence	87/087,947	6/29/2016	1/31/2017	5,133,690
Quarry	87/168,963	9/13/2016		
Quiver	87/142,556	8/18/2016	1/31/2017	5,133,902
Rappel	87/142,554	8/18/2016		
Ravage	86/837,137	12/2/2015	6/28/2016	4,988,750
Rendezvous	87/142,553	8/18/2016		
Revamp	87/168,979	9/13/2016		
Reveal	86/837,145	12/2/2015		
Reveal Endurx	86/837,139	12/2/2015		

Trademark	Application #	File Date	Registration Date	Registration #
Revize	87/087,948	6/29/2016		
Simanta	87/081,274	6/23/2016	11/29/2016	5,091,271
Spire	87/142,564	8/18/2016		
Stave	87/333,791	2/13/2017		
Tension	87/142,550	8/18/2016		
Trail Head	87/142,549	8/18/2016		
Undercover	87/333,797	2/13/2017		
Trevo	87/081,276	6/23/2016	11/29/2016	5,091,273
Trivant	87/142,547	8/18/2016	1/31/2017	5,133,901
Vacate	87/142,546	8/18/2016	1/31/2017	5,133,900
V-Agri	87/168,954	9/13/2016		
Vail	87/168,732	9/12/2016		
Vamos	87/081,275	6/23/2016	11/29/2016	5,091,272
Vandal	87/081,278	6/23/2016	11/22/2016	5,086,802
Varsity	86/814,751	11/10/2015		
V-Drift	87/169,315	9/13/2016		
Velomax	87/081,280	6/23/2016	11/22/2016	5,086,803
Velour	87/168,966	9/13/2016		
Venturi	87/168,967	9/13/2016		
Verifact	87/081,281	6/23/2016	11/22/2016	5,086,804
Verify	87/170,872	9/14/2016		
Verimax	87/168,971	9/13/2016		
Veritas	87/168,973	9/13/2016		
Vesper	87/168,974	9/13/2016		
Vibe	87/142,544	8/18/2016		
Vigil	87/142,543	8/18/2016		
Villain	87/333,802	2/13/2017		
Viridis	87/168,951	9/13/2016		
Virtue	87/128,111	8/4/2016		
Visor	87/081,273	6/23/2016	1/10/2017	5,119,478
Vixen	87/172,360	9/15/2016		
Voda	87/251,288	11/29/2016		
Voltage Endurx	86/837,134	12/2/2015	6/28/2016	4,988,748
Voyager	87/168,776	9/12/2016		

* All of the registered trademarks and certain pending trademark applications listed above are subject to security interests that are recorded with the United States Patent and Trademark Office.